

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **BV5018**Due Date: **12/07/04 at 2:00 P.M.**

Date Sent: November 24, 2004

Goods and services to be

ORANGE T-SHIRTS FOR UDOT**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: **BV5018**

Due Date: **12/07/04**

Vendor Name:

AGENCY CONTRACT TO PROVIDE ORANGE T-SHIRTS FOR THE UTAH DEPARTMENT OF TRANSPORTATION, PER THE ATTACHED SPECIFICATIONS. ALL PRICING NEEDS TO BE ENTERED ON ATTACHMENT B ITEM 7.0 PRICING.

QUESTIONS ON SPECIFICATIONS CALL MARTY JOHNSTON AT (801) 965-4074.
QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL BRENDA VELDEVERE AT (801) 538-3142.
RX: 810 56000000002
COMMODITY CODE: 20056

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed

upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

(Revision 14 Mar 2003 - IFB Instructions)

ATTACHMENT B

SPECIFICATION FOR ORANGE T-SHIRT

1.0 Orange T-Shirt. T-Shirt must be Anvil or Red Kap brand. Shirts must be of high quality, designed to maximize wear life potential of a precisely dyed fabric of proven long-term reliability.

1.1 Style. Short sleeve pocket "T" with a ribbed crew neck collar.

1.2 Materials.

1.2.1 Type. 100% pre-shrunk cotton with a weight of 5.6 oz per square yard.

1.2.2 Color. Orange

1.3 Construction.

1.3.1 Collar. One (1) inch ribbed crew neck collar.

1.3.2 Pockets. Left chest pocket of shirt fabric. Pocket must be at least 4-1/2" wide and 5" in vertical length. Top of pocket must be finished with a one (1) inch turned under hem

1.3.3 Sleeves. Short sleeves to be finished with at least a 3/4" turned under hem.

1.3.4 Shirt Tail. Tail must be finished with at least a 3/4" turned under hem

1.4 Workmanship. Shirts are to be made in a manner to show no raw edges or defective stitching or material in any part of the garment. Shirts are to be inspected during manufacturing, at final trimming, and packing.

1.5 Finishing. Pressed and folded flat.

1.6 Marking. Marking below collar band showing manufacturer's brand name, fabric contents, size, and washing instructions.

1.7 UDOT Marking. Shirts must have silk screened above the left pocket. Letters must be in style font shown. Leading "U" letter must be 3/4" high and "UDOT" block 3-3/4" wide. Lettering must be kelly green.

2.0 Sizing Requirements. Sizing shall be consistent with Red Kap and Anvil shirts. Sizes that will be purchased will range from extra-small to nine (9) extra-large. (Refer to section 7.0- 7.1)



3.0 Minimum Order Quantity. Minimum orders will be at least one (1) dozen in a specific size, with a minimum overall order of 12 dozen. The most economical order quantities should be identified.

4.0 Packing and Shipping Requirements. Shirts must be packaged and shipped in a timely manner so that the orders will be received no later than 25 days after placing they are placed. The Bidder is also requested to support urgent orders that can be received no later than 15 days after the order is placed. This requirement is optional. Separate pricing will be allowed for urgent orders.

5.0 Estimated Quantities.

5.1 T-Shirts 3,000-4,000 shirts per year

6.0 Bid Samples. Samples are required. A sample T-shirt, including the embroidering or silk screening, must be provided.

7.0 Pricing . Bid includes prices for all sizes offered and the additional cost for urgent orders, if offered.

7.1 T-Shirt Sizes:

T-Shirt, Small	\$_____
T-Shirt, Medium	\$_____
T-Shirt, Large	\$_____
T-Shirt, XLarge	\$_____
T-Shirt, XXLLarge	\$_____
T-Shirt, XXXLarge	\$_____
T-Shirt, XXXXLarge	\$_____
T-Shirt, XXXXXLarge	\$_____

ATTACHMENT C

SPECIAL TERMS AND CONDITIONS

1. CONTRACT PURCHASE

The purpose of this Invitation to Bid is to establish an agency, multi year Requirements Contract to provide the State with T-Shirts, for a period of three (3) years to include two (1) one year option.

2. QUANTITY OR AMOUNT ESTIMATES

The State does not guarantee to purchase any service/amount under this contract. Estimated contract amounts/quantities are for bidding purpose only and are not to be construed as a guarantee to purchase any service/amount.

3. WAGES

The Contractor shall be responsible for all applicable company wages in accordance with the federal state, and local laws and ordinance.

4. NON-ASSIGNMENT

The contractor shall not sublet, assign or transfer any part of this contract without prior written approval from Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior approval from the Procurement Manager/ Procurement Supervisor of the Utah Department of Transportation.

5. INVOICING

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES. BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices.

The Contractor shall submit invoices to:

UTAH DEPARTMENT OF TRANSPORTATION
4501 South 2700 West
Box 141500
Salt Lake City, Utah 84119.

The State will remit payment by mail.

ATTACHMENT C

SPECIAL TERMS AND CONDITIONS

6. **PRICING**

The Contractor agrees that the prices bid on material s/services in this contract shall be guaranteed for one (1) year.

Any change request on prices must guarantee the price for the same length of time as indicated above and must be made at least thirty (30) days prior to the requested effective date. Any such request must include sufficient documentation supporting this request. Requests for change on any pricing in this contract shall not be effective until it is approved by the Procurement Manager of the Utah Department of Transportation.

7. **DELIVERY**

The shipping terms on this contract are F.O.B. destination.